

## LEASING FORM

**Date of Agreement : 16 Nov 2021**
**Leasing Agreement No : R21110030**

### HIRER PARTICULARS

Name : Superb Cleaning Pte Ltd  
 NRIC/UEN No. : 201231083R  
 Office Number : 65153897  
 Email Address : samuel.superb@gmail.com  
 Mailing Address : 61 Bukit Batok Cres, #05-05  
 Heng Loong Building, S'pore 658078

Contact Person : Samuel Chen  
 Designation : Operation Manager  
 Contact Number : 82011864  
 Email Address : samuel.superb@gmail.com  
 Ref Number :

### VEHICLE DESCRIPTION

Make/Model : TOYOTA HIACE VAN TURBO 5DR MT  
 Upper Structure :  
 Attachment :  
 Vehicle Plate No : GBH8242A  
 Engine No : 1KD2827560  
 Chassis No : JTFHT02P500245405  
 Veh. Unladen Weight (KG) : 1700.00  
 Gross Vehicle Weight (KG) : 2800.00  
 Min. Driver Qualification : CLASS 3

### CONTRACT PERIOD

Total Duration : 3 days  
 Start Date : 16 Nov 2021  
 End Date : 18 Nov 2021

### PAYMENT TERM

Deposit : \$ 0.00  
 Rental/Lease Rate : \$ 130.00 Per Day  
 GST 7% : \$ 27.30  
 Sub-Total Rental : \$ 390.00  
 Total Payment : \$ 417.30  
 Payment Term : ADVANCED

Remark:

### IMPORTANT NOTES

- This leasing contract comprises of the Leasing Form and the Standard Terms and Conditions ("Leasing Agreement").
- All rental payments must be made in advance.
- In the event of any late payments, a Late Payment Fee of \$60.00 is applicable per overdue payment (including payment invoices & debit notes). In the event of repossession due to breach of Leasing Agreement terms, hirer shall bear the repossession costs.
- Only Authorised Drivers registered with SKYLINK VEHICLE RENTAL PTE LTD are allowed to drive and operate the Vehicle.
- In the event of Vehicle breakdown, Hirer shall pay the towing fees.
- In the event of any accident, the Hirer has to notify the Owner immediately, report the accident to the police & authorized reporting centre and make payment for the insurance excess not later than 24 hour after accident. Insurance excess is payable for each and every accident regardless of negligence and severity.
- All repairs and modifications can only be carried out with Owner's consent at the Owner's authorized workshop.
- The Vehicle can only be used within the territorial limit of Singapore.
- The Vehicle is not to be used or operated in a manner contrary to any statutory provision or regulation or in any way contrary to law.
- The Vehicle is limited to a maximum mileage entitlement of 300km a day. Additional charges will apply for any additional mileage over the entitlement.
- Any premature termination of the Agreement shall be subjected to liquidated damages. See Clause 10 of the STC for more details.
- Do note that these important notes are only an extract from the STC. This hiring shall be governed by the terms and conditions as set out in the STC.

### Declaration

I/We declare that I have fully read and understood the entire Leasing Agreement including the Leasing Form and the Standard Terms & Conditions and agree to accept and be bound by all the terms therein.

Approved By (Manager)



Skylink Vehicle Rental Pte Ltd

Name : Low Kevin  
 Designation : Business Development Manager

### INSURANCE EXCESS

	Section I (Loss or Damage)	Section II (Liability to Third Parties)	Condition
G Plate & S Plate	\$2,500.00	\$2,500.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 22 years old and min. 2 years driving experience in the relevant Class type
Y Plate	\$3,000.00	\$3,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 25 years old and min. 2 years driving experience in the relevant Class type
P Plate	\$3,000.00	\$3,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 25 years old and min. 2 years driving experience in the relevant Class type
X Plate	\$4,000.00	\$5,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	NA	NA	NA

 Agreed & Accepted By **HIRER**


 Customer **SIGN**

Name :  
 Designation :

## LEASING FORM

### Authorised Drivers

MAIN DRIVER PARTICULARS		ADDITIONAL DRIVER PARTICULARS	
Name	: CHEN ZHIHAO SAMUEL	Name	:
Address (Res)	:	Address (Res)	:
Driving License No.	: S9447150H	Driving License No.	:
Class of License	: 3	Class of License	:
Passing Date	: 06/05/2014	Passing Date	:
Date of Birth	: 22/12/1994	Date of Birth	:
NRIC/FIN/Passport No	: S9447150H	NRIC/FIN/Passport No	:

Standard Terms and Condition Ref: SKVR-STC201126

Date: 16 Nov 2021

## Standard Terms and Conditions ("STC")

### 1. AGREEMENT OF HIRE

- (1) This contract consists of the Leasing Form and the STC ("Leasing Agreement") and is made between **SKYLINK VEHICLE RENTAL PTE LTD** a company incorporated in Singapore and having its registered office at 21 TOH GUAN ROAD EAST, #01-12 TOH GUAN CENTRE S(608609) ("Owner") of the part and the one person whose particulars and signature appear on the Leasing Form ("Hirer") of the second part for the hire of a vehicle, more particularly described on the Leasing Form, together with all tyres, tools, accessories, equipment, vehicle documents and replacements and additions made thereto either before or after the conclusion of this Leasing Agreement ("the Vehicle"). The term "Vehicle" will where applicable refer to any replacement given or substitution made by Owner to the Vehicle described on the Leasing Form.
- (2) The Owner will let and the Hirer will take on hire from the Owner the Vehicle upon the terms and conditions herein and the Hirer shall be a mere bailee of the Vehicle and no interest in the same shall pass to the Hirer and the Hirer is not the Owner's agent or servant for any purpose.
- (3) The Hiring shall be effective for the Vehicle on and from the date of this Leasing Agreement and for the duration of the Rental Period ("period of hire"), on the terms and conditions set out in the Leasing Agreement.
- (4) The Hirer or representative of the Hirer signing the Leasing Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Leasing Agreement, and the information and particulars provided to the Owner incidental to this Leasing Agreement is true and accurate. Each party represents and warrants to the other that the execution and delivery of the Leasing Agreement and the performance of such party obligations hereunder have been duly authorized and that the Leasing Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- (5) The Vehicle must be returned to the Owner at the end of the period of hire at such address as the Owner may from time to time nominate.
- (6) If Hirer were to confirm that they wish to extend the period of hire, they must inform the Owner at least 30 days (or 7 days for any period of hire that is less than 1 calendar month) before expiration of hire, and if the Owner has agreed to an extension of the period of hire, the Hirer is deemed to continue the Leasing Agreement which shall be governed by all the terms and conditions herein stated.
- (7) If the Hirer fails to notify the Owner at least 30 days (or 7 days for any period of hire that is less than 1 calendar month) before the expiration of the period of hire that the Hirer requires an extension, but the Hirer does not return the Vehicle by the end of period of hire, the Hirer is deemed to continue the Leasing Agreement which shall be governed by all the terms and conditions herein stated, although the Owner will be entitled to but may not elect to:
  - a. terminate the Rental Contract; and
  - b. recover the Vehicle by lawful means.
- (8) Upon the delivery of the Vehicle to the Hirer, the Hirer shall inspect the Vehicle and forthwith in writing notify the Owner of any defect in the Vehicle. If the Hirer fails to do so within 3 working days from the date of delivery, the Vehicle shall be deemed to have been delivered to and accepted by the Hirer in good order and condition.

### 2. DEPOSIT

- (1) The Hirer shall pay the Owner an amount equal to the Deposit Amount upon the execution of the Leasing Agreement.
- (2) The security shall not bear any interest.
- (3) The Owner shall (without prejudice to its other rights against the Hirer) be at liberty to apply or use the deposit towards discharging or satisfying wholly or in part any payments due from the Hirer to the Owner or any of the obligations or liabilities of the Hirer under this Leasing Agreement.
- (4) If at any time during the period of hire, the security (or any part thereof) is applied or utilised by the Owner, the Hirer shall pay the Owner such sum as shall restore the security to the Deposit Amount within seven days of the Owner's demand and any such sum so paid by the Hirer to the Owner shall be treated as and shall form part of the security.
- (5) Upon the expiration or earlier termination of this Leasing Agreement, provided the Hirer has observed and performed all the obligations on the part of the Hirer hereunder and has discharge all the Hirer's liabilities to the Owner, the Owner shall refund any then remaining balance of the Deposit Amount (without interest) to the Hirer after 15 calendar days.

### 3. PAYMENT OF RENTAL

- (1) The Hirer shall during the period of hire punctually pay to the Owner without demand free of any deductions whatsoever the periodic rentals set out in the Leasing Form hereto which shall be payable in advance unless otherwise stipulated. The time of payment shall be the essence of this Leasing Agreement.
- (2) All payments of rental shall be made to the Owner at the bank account of the Owner hereinbefore mentioned or such other bank account as the Owner may from time to time specify. Payment made via any other mode of payment will be subjected to their prevailing processing fees.
- (3) Nothing shall be taken to prevent the accrual of rentals during the period of hire or any renewal or extension thereof.
- (4) Rental invoice is due for payment before the start of every invoicing cycle, and all debit note has to be paid within 7 calendar days from the debit note date, unless otherwise stated.
- (5) Without prejudice to the Owner's rights under any other term in the Leasing Agreement or otherwise at law, if the Hirer fails to pay the Owner any sum which is payable by the Hirer to the Owner (including Rental Fees and whether as damages or otherwise) by the date on which such sum is required to be paid:
  - a. the Hirer shall pay the Owner a Late Payment Fee of SGD \$60.00 for each and every default of payment.
  - b. pay the costs and charges the Owner incurs in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs.

**Sign by Hirer**

Name :

Designation:

#### 4. AUTHORISED DRIVERS

- (1) The Hirer shall ensure that the Vehicle is used only by the Owner's approved "Authorised Driver" provided that the driver is skilful and properly qualified drivers and/or operators and who have not given false particulars to the Owner. The Hirer shall register and maintain at least one Authorised Driver for every vehicle. Only Authorised Drivers kept in the Owner's system shall be deemed to have the Owner's consent to use the Vehicle;
- (2) By default, the Hirer is allowed one Authorised Driver per Vehicle. Any additional driver required beyond the entitlement will be at \$200.00 per driver per month, subject to the Owner's approval. Additional drivers entitlement are as follows:-

Total No. of Vehicles Leased Under the Same Hirer (Combined Active Leasing Agreement(s) Only)	No. of Additional Driver Entitlement
1	Additional 2 drivers (per Hirer)
2	
3	
4	
5	
6	
7 or More	Additional (0.3 multiplied by total no. of vehicles leased under same hirer (active Leasing Agreement(s))* drivers (per Hirer)

\* Figure to be rounded down to nearest whole number

- (3) Authorised Drivers are to be of the following minimum age and having a valid and current qualified Singapore driving licence with at least two years driving experience in the relevant Vehicle class type :-

Vehicle Plate	Minimum Age and Driving Experience
<b>G Plate &amp; S Plate</b>	Min. 22 years old and min. 2 years driving experience in the relevant Class type
<b>Y Plate</b>	Min. 25 years old and min. 2 years driving experience in the relevant Class type
<b>P Plate</b>	Min. 25 years old and min. 2 years driving experience in the relevant Class type
<b>X Plate</b>	Min. 27 years old and min. 2 years driving experience in the relevant Class type

- (4) The Hirer shall provide the Owner with the personal particulars (NRIC and Driving License) of such person and seek the Owner's prior written consent to such person using the Vehicle. Where the Hirer is a company registered in Singapore, the Authorised Driver must be an employee of the Hirer. The Hirer represents and undertakes to the Owner that such person fulfils the Driver Qualifications in all respects. Any consent may be made subject to such conditions as the Owner considers fit. Such person may use the Vehicle only whilst the Owner's consent remains in force;
- (5) The possession and/or use of the Vehicle by any Authorised Driver (or any other person) shall not relieve the Hirer of all the Hirer's obligations under the Leasing Agreement. The Hirer remains fully responsible for any acts or omissions of any Authorised Driver, including any and all fees, charges and other sums (including damages) as may be imposed under the Leasing Agreement in relation to the Vehicle, regardless of whether the Vehicle was used by an Authorised Driver (or any other person);
- (6) Hirer may request for the list of Authorised Drivers from the Owner by writing.

#### 5. MAINTENANCE AND REPAIR OF VEHICLE

- (1) The Hirer shall undertake to maintain the Vehicle by daily checking of coolant, propellant, lubricant levels etc. Hirer shall promptly inform the Owner and follow the instructions provided in the event that abnormalities are discovered in the Vehicle upon conducting daily inspections and maintenance work.
- (2) The Hirer shall at all times pay for and use only the recommended grade of fuel, Ad-Blue and lubricant as specified by the vehicle's manufacturer.
- (3) The Hirer shall bear its own costs for tyre patching. In the event that such tyre patching has been carried out by the Owner while the Vehicle is being used by the Hirer, the costs of such patching shall be borne by the Hirer.
- (4) The Hirer shall bear all cost for any on-site support.
- (5) In the event where the Vehicle breaks down and requires towing, the Hirer shall pay for the towing. In the event where the breakdown is due to ordinary wear and tear or end of component service lifespan, the Owner shall reimburse the Hirer for the towing cost.
- (6) Aside to clause 5(3), the Hirer paying the rentals punctually and performing the terms and conditions herein contained, the Owner shall at its costs provide regular servicing, replacement and repair to the extent of:-
  - a. regular servicing as recommended or specified by manufacturer or distributor of the Vehicle;
  - b. arranging for servicing every three (3) months for purpose of maintenance. The Hirer shall undertake at his own expense to bring the Vehicle back for servicing at a workshop designated by the Owner;
  - c. repairs and breakdown due to fair wear and tear or end of component service lifespan. Any servicing, repairs, replacements or adjustments required to be done by that is not attributable to normal wear and tear or end of component service lifespan shall be borne by the Hirer;
- d. ANNUAL TYRE AND CLUTCH PAD REPLACEMENT ENTITLEMENT
  - i. The Owner shall provide per annum, one complimentary clutch pad and one complimentary set of tyres/retreading of tyres for the Vehicle subject to the following terms:-
    - a) Replacement of the tyres or clutch pad is deemed necessary due to fair wear and tear;

**Sign by Hirer**

Name :

Designation:

- b) For Vehicles handed over to the Hirer with new tyres, the Annual Tyre Replacement Entitlement can only be claimed in the second year of the Leasing Agreement. New tyres are defined as having 100% treading condition as indicated on the Vehicle Inspection Form;
- c) This Annual Tyre and Clutch Pad Replacement Entitlement will be void for the entire contract period if the Vehicle is found to have :-
  - i. been overloaded;
  - ii. been handled improperly or negligently by the Hirer;
  - iii. the overall height lowered by means of modification at any point of the contract period.

#### 6. MILEAGE ENTITLEMENT

- (1) The Vehicle has a mileage entitlement capped at 300 kilometres a day.
- (2) The Hirer must not tamper with the Vehicle's odometer. If the Vehicle's odometer is found to have been tampered with, the Owner reserves the right to claim for damages from the Hirer of at least 2 months rental rate and up to 5 months rental rate.
- (3) Any additional accumulated mileage over the entitlement will be charged according to the formula as follows:-

Calculation Component	Represent By	Formula
Total Contract Mileage Entitlement (km)	A	300km x No. of rental days
Actual Total Mileage Used (km)	B	Taken from vehicle Odometer
Excess Mileage Used	C	(B-A)/A
Total Contract Value (\$)	D	Rental Rate x Rental Duration
<b>Total Amount Chargeable for Excess Mileage (\$)</b>	<b>E</b>	<b>C X D</b>
<b>Formula:</b> $E = \frac{B-A}{A} \times D$		

#### 7. INSURANCE, ACCIDENT & RISK

- (1) Vehicle is covered by a Motor Policy which excludes all aviation liability (including any third party claims) and damage to aircraft. The Hirer agrees to be bound by the terms and conditions of the said policy, a copy of which is available for inspection at the renting location. The Vehicle, during the period of hire, shall be covered under a Motor Commercial Vehicle Insurance Policy which contains excess of the following figures:-

##### INSURANCE EXCESS

	Section I (Loss or Damage)	Section II (Liability to Third Parties)	Condition
<b>G Plate &amp; S Plate</b>	\$2,500.00	\$2,500.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 22 years old and min. 2 years driving experience in the relevant Class type
<b>Y Plate</b>	\$3,000.00	\$3,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 25 years old and min. 2 years driving experience in the relevant Class type
<b>P Plate</b>	\$3,000.00	\$3,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	\$5,000.00	\$5,000.00	Min. 25 years old and min. 2 years driving experience in the relevant Class type
<b>X Plate</b>	\$4,000.00	\$5,000.00	Min. 27 years old and min. 2 years driving experience in the relevant Class type
	NA	NA	NA

The above coverage is subject to the following terms:

- a. Windscreen excess is at \$500.00;
- b. The Hirer acknowledges that the insurance effected by the Owner does not cover personal injuries or death of the driver and all passengers on board the Vehicle, unless otherwise specified;
- c. The Hirer pays the full excess amount to the Owner not later than 24 hours after the accident;
- d. Any insurance excess paid will not be refundable;
- e. The Owner reserves the right to review and increase the insurance excess during the period of hire in the event of any accident involving the vehicle.
- (2) The Owner may at his sole discretion require that any insurance monies received by the Owner under the policies of insurance taken up by the Owner under clause 7(1) above in respect of the Vehicle shall be applied towards any or all the following:-
  - (a) making good the loss or damage in respect of which the monies were received;
  - (b) compensating the Owner in respect of any loss or damage suffered or sustained by the Owner as a result thereof;
  - (c) replacing the Vehicle or parts thereof with a vehicle or parts thereof of similar kind to which the terms of this Leasing Agreement shall apply.
- (3) The Hirer hereby undertakes to do everything necessary to maintain the said policies in full effect and not do anything whereby the said policies may or will be vitiated. The Hirer agrees to protect the interest of the Owner and the insurance company in the event of accident by:
  - (a) obtaining names, contact number and addresses of all parties involved and of witnesses;

**Sign by Hirer**

Name :

Designation:

- (b) not admitting liability or guilt without the prior consent of the Owner;
  - (c) not abandoning the Vehicle without adequate provisions for safeguarding and securing the same;
  - (d) report all accidents involving the Vehicle to the Owner immediately, and also to the police and at authorized reporting centre not later than 24 hours after the accident, giving a detailed report including diagram even in cases of slight damage;
  - (e) notifying the Owner's insurers immediately of such accidents and submitting a duly completed Motor Accident Report Form;
  - (f) delivering correspondence, Writ or documents of any kind received by the Hirer or Additional Driver relating to any accident involving the Vehicle while rented under this Leasing Agreement. The Hirer and Additional Driver shall cooperate fully with the Owner in the investigation and defence of any claim prosecution or suit;
  - (g) not admit or compound any claim, summons or charge either partially or in full without the consent in writing of the Owner.
- (4) If the Hirer wishes to enter into a private settlement agreement with a third-party vehicle, the Hirer must consult with the Owner and seek consent from the Owner in writing before committing to any private settlement involving the Vehicle. Following which, the Private Settlement Form must be submitted to the Owner not later than 24 hours after the consent from the Owner. If the Hirer enters into any private settlement agreement without the consent of the Owner, and as such vitiates the Owner's insurance policy or bars the owner from making a claim against the third-party's insurer, the Hirer is liable for all damage to or loss of the Vehicle and shall indemnify and keep the Owner indemnified against all costs (including legal costs on a full indemnity basis), claims and liabilities (whether civic or criminal) relating to or arising out of such negligence, fault, action or omissions.
- (5) In the event that any servicing, repairs, replacement or adjustments to the Vehicle or any part thereof is done or permitted by the Hirer without the Owner's prior approval, the Owner shall not be responsible or liable for the costs or expense of the same, and shall be entitled to recover from the Hirer all costs expenses and damages whatsoever incurred by the Owner as a results of such unauthorised servicing, repairs, replacements or adjustments.
- (6) On the expiration of the period of hire all insurance coverage cease to be effective and the Hirer shall Indemnify and keep the Owner indemnified against all costs (including legal costs on a full indemnity basis), claims and liabilities (whether civic or criminal) from any parties therefrom.
- (7) In the event that the Vehicle or any part thereof is damaged or missing (including all accessories and items) or is involved in any accident regardless of severity, the Hirer shall forthwith pay to the owner the insurance excess amount payable in respect of each and every incident regardless of negligence unless the Owner agrees in writing otherwise. However, in the event of any damage or loss to the Vehicle during the period of hire caused by the negligence, fault, default, act or omission of the Hirer or authorized driver(s) or by any other person which results in the Owner's insurers repudiating liability for such damage or loss or should the Vehicle be stolen, missing or detained by authorities, the Hirer shall be liable for all damage to or loss of the Vehicle and shall indemnify and keep the Owner indemnified against all costs (including legal costs on a full indemnity basis), claims and liabilities (whether civic or criminal) relating to or arising out of such negligence, fault, action or omission.
- (8) The Hirer declares that no insurance company or underwriter in connection with motor insurance for the Hirer has at any time declined, refused, cancelled any of its policy/policies or proposals nor require any payment of any loss or increased premium nor imposed any additional condition/s.
- 8. REPLACEMENT VEHICLE**
- If for any reason the Vehicle described in the Leasing Form is not available at the date of commencement of hire, or during breakdown accident down time, or the Owner deems it impracticable to repair any damage caused to the Vehicle (but not amounting to a total loss) the Owner shall have the right (but not the obligation) to replace the Vehicle with an alternative vehicle of similar capacity and in such event, there shall be no legal claims or action of any kind, whatsoever against the Owner. If no suitable replacement is available, Owner will provide rental rebate (calculated based on a 30 day month) as compensation for loss of use. This is subject to the following:
- (1) Replacement vehicle is chargeable at prevailing rate in cases of damage to the Vehicle due to accident or mechanical repair owing to the Hirer's negligence or improper handling in the use of the Vehicle.
  - (2) Replacement vehicle is chargeable at prevailing rate in cases of damage to the Vehicle due to accident or mechanical repair owing to any modification of the vehicle without Owner's approval and/or failure to comply with the terms stated in this standard terms & conditions.
- 9. COVENANTS OF THE HIRER**
- (1) At all times use the Vehicle in accordance with all applicable laws and regulations;
  - (2) Only use the Vehicle within the territorial limits of Singapore;
  - (3) If the Hirer is a company or sole proprietor, the Hirer must hold a valid and active business registration in Singapore;
  - (4) Not lend sublet hire sell assign pledge mortgage charge encumber dispose of or part with possession or otherwise deal with the Vehicle or any interest therein nor assign the benefit of this Agreement (or the option to purchase herein contained) nor to create or to permit the creation of any lien on the Vehicle.
  - (5) Keep the Vehicle free from distraint distress execution or other legal process.
  - (6) Aside to the entitlement stated in Clause 5(6)(d), the Hirer is to have the tyres replaced at their own cost when any tyre tread is worn down to 30% of the original treading condition;
  - (7) Not do any act or thing which may prejudice or jeopardise the Owner's property in or right to the Vehicle;
  - (8) At such intervals as specified or notified by the Owner to deliver the Vehicle to a garage or service station approved by the Owner for inspection and/or servicing. Except as provided herein, the Hirer shall not make or permit to be made any repairs or modifications to the Vehicle but shall promptly notify the Owner of all cases of breakdown or damage giving a description of the cause of the breakdown or particulars of the damage as far as possible and the location of the Vehicle. The Hirer shall as soon as practicable report any faulty operation or other defect experienced with the Vehicle and until so reported, it shall be presumed that the Vehicle is in good mechanical and operating condition.
  - (9) Take all reasonable steps to safeguard the Vehicle from loss or damage and shall not, in the opinion of the Owner, jeopardise the Vehicle or to permit the Vehicle to be placed in jeopardy. The Owner is to and shall at all times have free and full access to examine the Vehicle or any part thereof.
  - (10) Not fit any accessories to or modify the Vehicle in any way without the prior consent of the owner and prior to the expiry or termination hereof, not to remove any approved accessories. If any alterations, additions or improvements are made to the Vehicle without the Owner's consent, the Hirer shall immediately upon being required to do so by the Owner remove such alterations, additions or improvements and restore the Vehicle to the same quality, function and condition as before such alterations, additions or improvements were made at the Hirer's own cost.

**Sign by Hirer**

Name :

Designation:



- (11) Not to interfere or permit interference with the Vehicle or any part thereof or to remove or deface or permit the removal or defacing of any identification registration or other identifying marks, labels, insignias or numbers affixed onto or on the Vehicle or any part thereof.
- (12) Be liable for and make prompt payment for all repairs, expenses, recovery costs, fees and costs and administrative costs incurred as a result of failure to observe this Leasing Agreement and all fines, penalties, costs and all expenses relating to the confiscation by any parties or government authorities, parking, traffic or other offences and violation arising from the use of the Vehicle. The Owner has no obligation to dispute with the relevant authority or party on such statutory fines on behalf of the Hirer. When required by the Owner, the Hirer shall be liable to the Owner for the full market value of the Vehicle in the event of a loss of or substantial/total destruction or damage to the Vehicle rendering the Vehicle completely or substantially redundant, inoperative or useless during the period of hire.
- (13) Ensure that all vehicle inspection required by any government authorities and/or agencies are complied with upon first notice by the Owner.
- (14) Observe and comply with all requirements, instructions, and directives of the government authorities as well as all statutory provisions, regulations, rules, law and byelaws for the time being in force in connection with the possession and use of the Vehicle. Any failure to comply with these laws shall impose on the Hirer full responsibility to fully indemnify the owner for any fines, costs, fees and other payments and in the event of the vehicle being seized, impounded, confiscated or forfeited under this clause the Hirer shall indemnify the Owner to the value of the car or replace the same as his own expense and shall bear all costs and expenses to which the Owner may incur or be put or exposed.
- (15) Not use or permit the Vehicle to be used (including by any passenger of the Vehicle) in a manner or for a purpose:
  - a. which contravenes any applicable law (whether for smuggling or the storage or transportation of any illegal drugs or any other unlawful use or purpose);
  - b. for which the Vehicle is not designed or suitable;
  - c. to carry or transport goods or people beyond the payload of the Vehicle;
  - d. to carry or transport goods beyond what is permitted in the registration certificate or technical specification, whether by itself or combined or attached with other trailer or vehicle;
  - e. for speed-testing, reliability trials, driving lessons, towing, racing, pace-making, racing or competing in any form of motor sport whatsoever; or
  - f. which contravenes any condition of any insurance policy relating to the Vehicle or which may result in such insurance policy being invalidated;
  - g. in any corrosive or extreme environment, or for carrying or transporting any corrosive, explosive, dangerous materials or fresh seafood.
- (16) Where applicable, furnish a valid Vehicle Parking Certificate (VPC) to fully comply with the Vehicle Parking Certificate Scheme. If the Hirer fails to produce the valid VPC as required, the Owner shall charge the Hirer the cost of obtaining the VPC. The Owner shall also reserve the right to take other appropriate measures and the Hirer shall reimburse the Owner thereof.
- (17) Waive all and any future claims and rights of set off against the Rental, Deposit, instalments or any payment due to the Owner under this Leasing Agreement and agrees to pay them regardless of any equity, setoff or counter-claim on the part of the Hirer against the Owner.

#### 10. TERMINATION

- (1) Notwithstanding any other provision in the Leasing Agreement, the Owner may immediately terminate the rental of the Vehicle at any time with immediate effect by written notice to the Hirer without further compensation after the occurrence of any of the following events:-
  - a. the Owner, in its sole and absolute discretion, makes an assessment that it is not commercially viable for the Owner to continue with the rental of the Vehicle under the Leasing Agreement;
  - b. the Owner is requested to terminate the rental of the Vehicle by a Finance Party;
  - c. the Hirer ceases to fulfil any of the Driver Qualifications;
  - d. the Hirer defaults in payment of any sum (or any part thereof) which is payable to the Owner under the Leasing Agreement, and any such sum remains unpaid for more than 14 days after becoming due;
  - e. the Hirer fails to comply with any term in the Leasing Agreement and/or breaches any duty, obligation or responsibility of the Hirer under the Leasing Agreement;
  - f. the Hirer dies or becomes mentally incapacitated;
  - g. If an action for bankruptcy proceedings or voluntary arrangement has commenced against the Hirer or being a company shall pass a resolution for winding up (otherwise then by reason of amalgamation or reconstruction) or have a winding up order made against it or shall make any arrangement with the Hirer's creditors or any assignment for the benefit of such creditors or if receiver or receiver and manager is appointed of any assets or property of the Hirer or any distraint distress execution or other legal process is levied or threatened upon any of the Hirer's property or any judgement against the Hirer shall remain unsatisfied for more than fourteen days; or.
  - h. the Owner on any grounds considers itself insecure.
- (2) Any Rental Fee paid by the Hirer to the Owner in respect of any period shall not be apportioned notwithstanding that the rental of the Vehicle may be terminated for any reason whatsoever before the last day of such period. The Hirer shall not be entitled to a refund of any portion of any such Rental Fee paid to the Owner.
- (3) Upon the premature termination of this Leasing Agreement by the Hirer for whatsoever reason or by the Owner if the Hirer fails to adhere to this Leasing Agreement whether or not the Hirer shall have duly returned the Vehicle, the Hirer shall continue immediately to pay the way of liquidated and not as a penalty the remainder of the rental charges which would otherwise be payable by the Hirer on the balance of the period of hire. In the event the Hirer shall have duly returned the Vehicle to the Owner, it shall be at the sole and absolute discretion of the Owner who shall not be under any obligation to furnish any reason whatsoever and solely on an ex gratis basis, as to whether it shall grant a rebate to the Hirer for any advance payment or should it re- hire or lease or sell the Vehicle.
- (4) The remedies provided for above shall be without prejudice to any other rights which the Owner may possess. The termination of the rental of the Vehicle shall not discharge or release the Hirer from the Hirer's obligations and liabilities which had accrued prior to such termination (including the obligation to pay the Owner any and all sums which are expressed to be due or payable to the Owner prior to such termination (including any Rental Fees)), or the Hirer's obligations and liabilities under the Leasing Agreement arising out of the termination of the rental of the Vehicle.

#### 11. SEVERANCE

The invalidity of any provisions contained in the Leasing Agreement shall not affect the validity of the remaining provisions.

#### 12. FORCE MAJEURE

**Sign by Hirer**

Name :

Designation:

Neither of the parties hereto shall be liable for the suspension or termination of or the failure to perform its obligation under this Leasing Agreement, in the event of wars, strikes, riots, lockouts, Acts of God, civil commotion, labour unrest, fire, explosion and any other perils whatsoever, and matters beyond the control of the Owner. In such an event, the Hirer shall immediately return the vehicle.

### 13. OWNER'S RIGHT TO REPOSSESS

- (1) Upon the termination of this Leasing Agreement or if the Hirer is in breach of any of the terms of this Leasing Agreement, the Owner or its authorized agents are entitled to and may without notice retake possession of the Vehicle at the Hirer's expense at any time and may for that purpose by its servants or agents without previous notice enter upon any land or premises (owned, possessed or occupied legally by the Hirer) on or in which the Vehicle is believed by the Owner to be situated.
- (2) On repossession of the Vehicle, all assets, items or valuable found in or connected to the Vehicle can only be recovered upon full payment of outstanding charges/invoices/debit notes. If no recovery is made within 7 calendar days, the Owner reserves the right to dispose of the assets, items or valuable at their own discretion. In the event of repossession of the Vehicle, the Owner shall not be responsible for any loss or damage to assets, items, goods or valuables found in or connected to the Vehicle and Hirer hereby agrees to indemnify the Owner, its agent and servants and hold them harmless from any such claims.
- (3) And in the event that the Vehicle is deliberately withheld by the Hirer, the Owner shall have recourse to the recovery of the Vehicle under law and the Hirer shall indemnify the Owner for all costs involved in the said recovery and any damages or compensation connected thereto.

### 14. RETURN OF VEHICLE

- (1) Upon expiration or early termination of the period of hire specified in the Leasing Form or early termination of this Leasing Agreement the Hirer shall at the Hirer's expense deliver up to the Owner the Vehicle in its factory colour with all external decal removed, and with all tools and accessories in good order and condition as at commencement date (ordinary wear and tear resulting from the proper use thereof alone excepted). The Hirer shall be liable for the expenses required to restore the Vehicle to its factory colour and condition and cleanliness as at the time of commencement of the rental if the Vehicle has been modified without authorisation, defaced, damaged, fixtures or parts have been lost, or offensive smells remain (as a result of delivering goods with offensive smells, smoking or other possible causes), etc. for reasons attributable to the Hirer.
- (2) In addition to those provided for in the preceding paragraph, the Vehicle must be returned to the Owner with the fuel tank full failing which the Owner shall be entitled to refill the tank and the costs thereof (fuel, plus labour costs applicable) shall be recoverable from the Hirer and/or the authorised driver.

### 15. LEGAL AND OTHER COST

Hirer shall at all times indemnify and keep the Owner fully indemnified against all loss, damage, liabilities, costs (including but not limited to legal costs on a full indemnity basis), demand, claims, actions, liabilities, fines and/or penalties arising out of or in connection with this Leasing Agreement; any loss, damage, repair, recovery and/or repossession of the Vehicle or any of its parts; any confiscation, impoundment, forfeiture of the Vehicle by any enforcement authorities; any storage, custody, maintenance, operation and/or use of the Vehicle; the Owner's enforcement of any terms and/or conditions in this Leasing Agreement; any challenge or issue relating to the enforceability, validity or execution of this Leasing Agreement; any failure by the Hirer to perform its obligations under this Leasing Agreement; the Owner ascertaining the whereabouts of the Vehicle; loss, damage, repair, recovery and/or repossession of the Vehicle or any of its parts and any confiscation, impoundment notwithstanding that such loss, damage or destruction occurred without any fault on the part of the Hirer.

### 16. EXCLUSION OF CONDITIONS, WARRANTIES ETC

It is hereby agreed that no condition warranty or stipulation of any kind is given by the Owner in respect of the Vehicle and all conditions warranties and stipulations express or implied statutory or otherwise as to the quality description or otherwise of the Vehicle or as to its fitness for any purpose are hereby expressly excluded. The Owner shall not in any event be liable for any loss of any kind whatsoever suffered by the Hirer as a result of the Vehicle or pay any part of it being unusable out of order or unserviceable.

### 17. INDEMNITY AND EXEMPTION OF LIABILITY

The Hirer agrees to indemnify the Owner against all actions claims demands proceeding costs or expenses damages loss and liabilities whatsoever arising out of any breach by the Hirer of any of the terms and conditions herein or in respect of or out of the use of the Vehicle or otherwise.

### 18. INDULGENCE

No relaxation, forbearance, delay or indulgence by the Owner in enforcing any of the terms and conditions of this Leasing Agreement or the granting of time by the Owner to the Hirer shall prejudice, affect or restrict the rights and powers of the Owner hereunder nor shall any waiver by the Owner of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

### 19. NOTICES

The Owner may in its sole discretion amend or revise any term of the Leasing Agreement at any time by giving the Hirer at least seven days' prior written notice by either E-mail, WhatsApp, SMS or by post to the last known contact details of the Hirer of such amendment or revision. Any amendment or revision so given shall be binding on the Hirer as from the date specified in such written notice.

### 20. APPLICABLE LAW

This Leasing Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and the parties agree to submit to the jurisdiction of the Courts of the Republic of Singapore.

### 21. ENTIRE AGREEMENT

- (1) The Leasing Agreement supersedes and cancels all previous agreements, warranties and undertakings whether oral or written, express or implied, given or made by or between the Parties, and constitutes the entire agreement between the Parties with respect to the matters set out in the Leasing Agreement.
- (2) The Hirer has entered into the Leasing Agreement on its own judgement and not in reliance upon any representations, warranties or statements made or purported to be made by the Owner (other than expressly set out in the Leasing Agreement).

**Sign by Hirer**

Name :

Designation:



**22. NOTICES**

- (1) Any notices required or permitted to be given shall be deemed validly given, served or notified in this Leasing Agreement if served personally or if sent by E-mail or if sent by registered post to the address specified in the Leasing Agreement or the registered office or the last known address of the Hirer or the Owner, as the case may be. Any such notice sent by registered post shall be deemed to have been received by the other party within 48 hours after the time of posting;
- (2) The Hirer agrees that the service of any writ of summons, statement of claim, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy process in respect of any claim, action or proceeding (including legal, enforcement and bankruptcy proceedings) may be effected by sending the same by hand or pre-paid ordinary post to the Hirer's address specified in the Leasing Agreement (or such other change of address as notified by the Hirer in writing or the last known address of the Hirer) and such service of process shall be deemed to be good and effectual service on the Hirer notwithstanding that it is returned by the post office undelivered. Nothing shall affect the Owner's right to serve process in any other manner permitted under any applicable law.
- (3) The Hirer shall promptly notify the Owner of any change in the Hirer's address and contact particulars and where required by the Owner, to inform the Owner of the whereabouts and location of the Vehicle.

23. Notwithstanding any other provisions herein, the Owner shall be entitled at any time and without notice to the Hirer to combine and consolidate all or any account or liability of the Hirer in respect of any other account or liability which Hirer either alone or jointly may have with the Owner anywhere and to set-off or transfer any sum or sums standing in one or more of such account towards satisfaction of any other account or liability which the Hirer either alone or jointly may have with the Owner or in any respect whatsoever whether such liability be actual or contingent primary or collateral.

24. In the case of the Vehicle or its replacement requiring transponder for entry into port premises, the transponder for such vehicles shall be registered in the name of the Hirer with the Port of Singapore Authority (PSA).

**25. PROMOTIONS**

Additional terms and conditions may apply any promotional activities carried out, including contests, promotions or other similar features, all of which terms are made a part of these STC by this reference.

**26. ASSIGNMENT**

- (1) The Hirer shall not assign or transfer any of its rights, interests or obligations under the Leasing Agreement except with the Owner's prior written consent (which consent may be given subject to any conditions as the Owner considers fit).
- (2) The Owner may assign, transfer or otherwise deal with any or all of its rights (including the right to enter onto any premises to recover possession of the Vehicle), title, interest and/or obligations under the Leasing Agreement and/or to the Vehicle by giving written notice to the Hirer.

**27. PERSONAL DATA PROTECTION ACT**

By signing this Leasing Agreement, you agree that we may collect, use and disclose your personal data, as provided in the Leasing Agreement, or (if applicable) obtained by us as a result of you being our customer, in accordance with the Personal Data Protection Act 2012 and our data protection policy (available at our website). Please visit our website at <http://www.skylinkauto.com.sg> for further details on our data protection policy, including how you may access and correct your personal data or withdraw consent to the collection, use or disclosure of your personal data.

**I/We declare that I have fully read and understood the entire Leasing Agreement including the Leasing Form and the Standard Terms & Conditions and agree to accept and be bound by all the terms therein.**

**Sign by Hirer**

Name :

Designation:

Vehicle No. : GBH8242A

Date : 16 Nov 2021

To : Skylink Vehicle Rental Pte Ltd  
21 Toh Guan Road East #01-12  
Toh Guan Centre, Singapore 608609

### **DECLARATION / 声明**

I/we declare that we are leasing the above Vehicle from you for a legitimate purpose and confirm that the Vehicle **will not be used for any illegal purpose or activities of improper nature.** I/we confirm that I/we will fully comply with the laws, governmental rules or regulations of Singapore and are aware that I/we may be prosecuted if found to have broken the laws of Singapore.

I/we would also ensure that all drivers assigned to drive your vehicles are legally employed, fully qualified in all aspects and will comply with all laws, governmental rules or regulations of Singapore.

我/我们声明我们出于合法目的向您租赁车辆，并且不会用您的车辆进行任何非法活动。我/我们确认我/我们将完全遵守新加坡的法律，政府法规或规章，并意识到，如果我/我们被发现违反新加坡法律，则可能会受到起诉。

我/我们会确保驾驶您的车辆的驾驶员都属于合法雇用，在各个方面都完全合格，并始终遵守新加坡法律。

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Signature/ 签名

Name of Hirer :

NRIC/ ROC :